



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

certain inquiries made by the witness. The supreme court, deeming the opinion to have been based principally on plaintiff's statement of past conditions, *held*, the admission was reversible error. *Hintz v. Wagner* (N. D. 1913) 140 N. W. 729.

In delivering the opinion of the court Chief Justice SPALDING said that the testimony of expert witnesses should, in general, be confined to the result of their actual investigations, and not based upon hearsay evidence, self-serving declarations, or statements of other parties made under circumstances admitting of coloration or exaggeration for its effect upon the verdict." In this connection see *Vosburg v. Putney*, 78 Wis. 84; *Chicago & E. I. R. Co. v. Donworth*, 203 Ill. 192; *West Chicago St. R. R. Co. v. Carr*, 170 Ill. 478. In *Federal Betterment Co. v. Reeves*, 73 Kan. 107, 4 L. R. A. N. S. 460, the principle is thus stated, "The witness was an expert who under the rules of evidence might give his opinion based either on facts testified to by others, or upon hypothetical questions put to him, or upon an examination of the patient; but he could not testify to conclusions arrived at from the history of the case given him by the patient or others. * * * Nor can a physician give his opinion based partially upon what he has been told of the case, and partially upon what information he obtained by an examination of the patient."

HUSBAND AND WIFE—POWER OF HUSBAND TO DISPOSE OF HIS PERSONALTY BY GIFT CAUSA MORTIS.—Decedent had made provision in his will for leaving a large part of his estate to charitable uses. During his last illness, upon being advised that his wife would still be entitled to her share of the property in spite of the will, he executed and delivered assignments of certain stocks and bonds to trustees upon the same trusts as stated in the will, with the provision that the income from said stocks and bonds should be paid to him during his life. The widow, having elected not to take under the will, brought suit to have said assignments set aside. *Held*, the assignments constituted gifts *causa mortis*, but were invalid, because the husband cannot deprive his wife of her dower rights in his personalty by such a transfer. *Crawfordsville Trust Co. v. Ramsey*, (Ind. App. 1913) 100 N. E. 1049.

Vosberg v. Mallory et al. (Ia. 1912), 135 N. W. 577, is opposed to the principal case. For a discussion of the conflict on this question, see a note on the *Vosberg* case in 10 MICH. L. REV. 652.

INSURANCE—LIABILITY IN TORT FOR NEGLIGENT DELAY IN FORWARDING APPLICATION. Through the negligence of the general agent who solicited the application, the same was not forwarded to the head office after a satisfactory medical examination had been passed, until after the applicant died. *Held*, the personal representatives of the deceased may recover the value of the policy as damages in an action in tort. *Duffie v. Banker's Life Association of Des Moines* (Iowa, 1913) 139 N. W. 1087.

The stipulation in the application that the policy should not take effect until the same was delivered to the applicant while in good health, was held